

**Department of Justice  
Telecommuting Agreement Form**



***Employee/Supervisor Agreement***

The following constitutes an agreement on the terms and conditions of the telecommuting arrangement between:

Component/Division: \_\_\_\_\_

Employee: \_\_\_\_\_

1. Employee volunteers to telecommute and to adhere to the applicable guidelines and policies. Agency concurs with employee participation and agrees to adhere to the applicable guidelines and policies.

2. Employee agrees to participate for an initial period:

beginning \_\_\_\_\_

and ending \_\_\_\_\_

This agreement may be extended beyond the initial period if agreeable to the agency and to the employee. In such a case, the terms of this agreement should be reviewed and updated as necessary.

3. Employee's official tour of duty will be

from: \_\_\_\_\_

to: \_\_\_\_\_

on the following days: \_\_\_\_\_

Employee will be working at the alternate worksite

from: \_\_\_\_\_

to: \_\_\_\_\_

on the following days: \_\_\_\_\_

4. Employee's official duty station is: \_\_\_\_\_

The alternate worksite is located at: \_\_\_\_\_

Describe in detail the designated work area at the alternate worksite:

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All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

5. Employee's timekeeper will have a copy of the employee's telecommuting schedule. Employee's time and attendance will be recorded as performing official duties at the official duty station.

6. Employees must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

7. Employee will continue to work in pay status while working at alternate worksite. If employee works overtime that has been ordered and approved in advance, he/she will be compensated in accordance with applicable law and regulations. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in her/his removal from telecommuting or other appropriate action.

8. If employee borrows Government equipment, employee will borrow and protect the Government equipment. Government owned equipment will be serviced and maintained by the Government. If employee provides own equipment, he/she is responsible for servicing and maintaining it.

9. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit inspections by the Government of the employee alternate worksite at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government owned property and worksite conformance with safety standards and other specifications in these guidelines.

Any accident or injury occurring at the alternate worksite must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a telecommuting employee will occur outside the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

10. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.

11. The Government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the employee's residence. While telecommuting, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by

statute and implementing regulations.

12. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternate worksite.

13. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.

14. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards stated in the employee's performance plan.

15. Employee's job performance will be evaluated on criteria and milestones determined by the supervisor and will be consistent with those of non-telecommuting co-workers.

16. The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance, occupational standards, and/or other standards consistent with these guidelines.

17. Employee's most recent performance rating of record must be fully successful or higher.

18. Employee's current performance plan contains performance standards covering work completed at the official duty station as well as work completed at the employee's alternate worksite.

19. Employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, P.L. 93-579, codified at section 552a, title 5 U.S.C.

20. Employee may terminate participation in telecommuting at any time. Management has the right to remove the employee from a telecommuting arrangement if the employee's performance declines or if the arrangement fails to support organizational needs; such removal must be accomplished in accord with established administrative procedures and union negotiated agreements.

21. Employee agrees to limit her/his performance of her/his officially assigned duties to her/his official duty station or to agency approved alternative worksites. Failure to comply with this provision may result in loss of pay, termination of the telecommuting arrangement, and/or other appropriate disciplinary action.

Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

**Department of Justice  
Telecommuting Program**



***Safety Checklist and Employee Certification***

Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Location: \_\_\_\_\_

Phone: \_\_\_\_\_

The following checklist is designed to assess the overall safety of the alternate worksite. Each participant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the participating employee and immediate supervisor.

The alternate worksite is located at: \_\_\_\_\_

Describe the designed work area: \_\_\_\_\_

1. Is the space free of asbestos containing materials? YES NO
2. If asbestos containing material is present, is it undamaged and in good condition?  
YES NO
3. Is the space free of indoor air quality problems? YES NO
4. Is there adequate ventilation for the desired occupancy? YES NO
5. Is the space free of noise hazards (noises in excess of 85 decibels)? YES NO
6. Is there a potable (drinkable) water supply? YES NO
7. Are lavatories available with hot and cold running water? YES NO
8. Are all stairs with four or more steps equipped with handrails? YES NO
9. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?  
YES NO
10. Do circuit breakers clearly indicate if they are in the open or closed position? YES NO
11. Is all electrical equipment free of recognized hazards that would cause physical harm  
(frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed

wires fixed to the ceiling)? YES NO

12. Will the building's electrical system permit the grounding of electrical equipment?  
YES NO
13. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?  
YES NO
14. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? YES NO
15. Do chairs have any loose casters (wheels)? Are the rungs and legs of chairs sturdy?  
YES NO
16. Is the work area overly furnished? YES NO
17. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? YES NO
18. Is the office space neat, clean and free of excessive amounts of combustibles? YES NO
19. Are floor surfaces clean, dry, level, and free of worn or frayed seams? YES NO
20. Are carpets well-secured to the floor and free of frayed or worn seams? YES NO

Employee signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_

Date: \_\_\_\_\_

*SPECIAL NOTE: Supervisors are encouraged to conduct an onsite inspection for any employee giving five or more "No" answers. Employees are responsible for informing their supervisors of any significant change.*

**Department of Justice  
Telecommuting Program**



*Employee/Supervisor Checklist*

Name of Employee: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

The following checklist is designed to ensure that your employee is properly oriented to the policies and procedures for telecommuting. *NOTE: Questions 2, 3, and 4 may not be applicable. If this is the case, write non-applicable or N/A next to the statement.*

1. Employee has been provided with a schedule for hours/days at remote work site.
2. Equipment has been issued to the employee and has been documented by the agency.

	<u>Issued</u>	<u>Documented Date</u>
Computer	_____	_____
Modem	_____	_____
Fax machine	_____	_____
Telephone	_____	_____
Desk	_____	_____
Chair	_____	_____
Other	_____	_____

3. Policies and procedures for care of equipment issued by the agency have been explained and are clearly understood.
4. Policies and procedures covering classified, secure, or privacy act data have been discussed and are clearly understood.
5. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met.
6. Performance expectations have been discussed and are clearly understood.
7. Employee understands that the supervisor may terminate employee participation at any time, in accordance with negotiated agreement, if applicable.

**Employee signature:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**Supervisor signature:**\_\_\_\_\_

**Date:**\_\_\_\_\_